

CONDOMINIUM PUBLIC REPORT

Prepared &
Issued by:

Developer MICHAEL PAUL EISENBURGER

Business Address 284 Elilani Street, Pukalani, Maui, Hawaii 96768

Project Name (*): EISENBURG CONDOMINIUM

Address: 284 Elilani Street, Pukalani, Maui, Hawaii 96768

Registration No. 6257
(conversion)

Effective date: April 19, 2007

Expiration date: May 19, 2008

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

Type of Report:

 PRELIMINARY:
(yellow)

The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.

 X **FINAL:**
(white)

The developer has legally created a condominium and has filed complete information with the Commission.

[X] No prior reports have been issued.

[] This report supersedes all prior public reports.

[] This report must be read together with _____

 SUPPLEMENTARY:
(pink)

This report updates information contained in the:

[] Preliminary Public Report dated: _____

[] Final Public Report dated: _____

[] Supplementary Public Report dated: _____

And [] Supersedes all prior public reports

[] Must be read together with _____

[] This report reactivates the _____
public report(s) which expired on _____

(*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104/0107

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

☒ Required and attached to this report ☐ Not Required - disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

☒ No prior reports have been issued by the developer.

☐ Changes made are as follows:

SPECIAL ATTENTION

This is a **CONDOMINIUM PROJECT**, not a subdivision. It does not involve the sale of individual subdivided lots. The land area beneath and immediately appurtenant to each unit is designated a **LIMITED COMMON ELEMENT** and not a legally subdivided lot.

1. This public report does not constitute approval of the Project by the Real Estate Commission, or any other government agency, nor does it ensure that all applicable County codes, ordinances, and subdivision requirements have necessarily been complied with.

2. Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for, and services such as County street maintenance and trash collection will not be available for interior roads and driveways.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR THEIR INFORMATION WITH REGARD TO THE FOREGOING.

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General Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: MICHAEL PAUL EISENBURGER Phone: (808) 573-1975
Name* (Business)
284 Elilani Street
Business Address
Makawao, Maui, Hawaii 96768

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

N/A

Real Estate Broker*: Gary T. Deardorff Phone: (808) 276-7320
dba Gary Deardorff Realty & Development Co. (Business)
Name
350 Hukilike St., Unit B
Business Address
Kahului, Hawaii 96732

Escrow: Title Guaranty Escrow Services, Inc., Kahului Office Phone: (808) 871-2200
Name (Business)
80 Puunene Avenue
Business Address
Kahului, Hawaii 96732

General Contractor*: n/a Phone: ---
Name (Business)
Business Address

Condominium Managing Agent*: Self-managed by the AOA Phone: ---
Name (Business)
Business Address

Attorney for Developer: DAVID M. JORGENSEN Phone: (808) 242-4555
ING, HORIKAWA, JORGENSEN & STEWART (Business)
Name
2145 Wells Street, Suite 204
Business Address
Wailuku, Hawaii 96793

* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

A. Declaration of Condominium Property Regime contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

☐ Proposed

☐ Recorded - Bureau of Conveyances:

☒ Filed - Land Court:

Document No. _____

Book _____ Page _____

Document No. 3413470

The Declaration referred to above has been amended by the following instrument: First Amendment of Declaration of Condominium Proper Regime of Eisenburg Condominium, dated January 30, 2007, filed as Land Court Document No. 3557554.

B. Condominium Map (File Plan) shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

☐ Proposed

☐ Recorded -

Bureau of Conveyances Condo Map No. _____

☒ Filed -

Land Court Condo Map No. 1784

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

C. Bylaws of the Association of Apartment Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

☐ Proposed

☐ Recorded - Bureau of Conveyances:

☒ Filed - Land Court:

Document No. _____

Book _____ Page _____

Document No. 3413471

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information]:

D. House Rules. The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

☐ Proposed ☐ Adopted ☒ Developer does not plan to adopt House Rules

E. Changes to Condominium Documents Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. Apartment Owners: Minimum percentage of common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	67%**	<u>67%</u>
Bylaws	67% **	<u>67%</u>
House Rules	---	<u>n/a</u>

* The percentage for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

** The provisions of Chapter 514B, HRS, allows projects filed under Chapter 514A, HRS, to amend the minimum percentage of common interest at this time.

2. Developer:

- ☒ No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.
- ☐ Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- [xx] Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.
- [] Leasehold or Subleasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.

Exhibit ____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____ Rent Renegotiation Date(s) _____

Lease Rent Payable: ☐ Monthly ☐ Quarterly
 ☐ Semi-Annually ☐ Annually

Exhibit contains a schedule of the lease rent for each apartment per: ☐ Month ☐ Year

For Subleaseholds:

- ☐ Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is: ☐ Canceled ☐ Foreclosed
- ☐ As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

- [] Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Subleasehold:

Leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners/tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements at the lessee's expense; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit ____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____ Rent Renegotiation Date(s) _____

Lease Rent Payable: ☐ Monthly ☐ Quarterly
 ☐ Semi-Annually ☐ Annually

Exhibit contains a schedule of the lease rent for each apartment per: ☐ Month ☐ Year

[] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

B. Underlying Land:

Address: 284 Elilani Street Tax Map Key (TMK): (2) 2-3-045-063
Pukalani, Hawaii 96768

[] Address [] TMK is expected to change because _____

Land Area: 25,336 [X] square feet [] acre(s) Zoning: Rural

Fee Owner: MICHAEL PAUL EISENBURGER
Name

Lessor: _____ n/a
Name _____
Address _____

C. Buildings and Other Improvements:

1. ☐ New Building(s)
☒ Conversion of Existing Building(s)
☐ Both New Building(s) and Conversion
2. Number of Buildings: 3 Floors Per Building Apartment A – 2 floors
Garage A – 1 floor
Apartment B – 1 floor
- ☒ Exhibit A contains further explanations.
3. Principal Construction Material:
☐ Concrete ☐ Hollow Tile ☒ Wood
☐ Other _____
4. Uses Permitted by Zoning:

	<u>No. of Apts.</u>	<u>Use Permitted By Zoning</u>
<input checked="" type="checkbox"/> Residential	<u>2</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Ohana	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Industrial	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Agricultural	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Recreational	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Other: Rural	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?
☒ Yes ☐ No

5. Special Use Restrictions:

The Declaration and Bylaws may contain restrictions on the use and occupancy of the apartments. Restrictions for this condominium project include but are not limited to:

[X] Pets: See Article IX, Section 1(h) of the By-Laws

[] Number of Occupants: n/a

[X] Other: No "time-sharing interest" in any apartment in the project.

[] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 1 (Unit 1) Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)*	(Identify)
A	1	5/3	1,826	432/247	garage/deck
				264	detached garage
B	1	2/1	696		

Total Number of Apartments: 2

***Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.**

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

Boundaries of Each Apartment:

SEE EXHIBIT "A"

Permitted Alterations to Apartments:

The owner of each apartment shall have the right to expand, relocate, alter or improve their apartment from time to time within its limited common area provided that said expansion, relocation, alteration or improvement shall be at least fifteen (15) feet from the limited common element division line between the apartments and conform to the same standards and materials as the existing structures.

Apartments Designated for Owner-Occupants Only: N/A

Fifty percent (50%) of **residential** apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has n/a elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 10 *Each apartment shall have the rights to park his vehicles in the limited common area appurtenant to said apartment. Apartment A will be able to park 5 cars in his limited common area and Apartment B will be able to park 2 cars in his limited common area.

	Regular		Compact		Handicap		Tandem		TOTAL
	covered	open	covered	open	covered	open	covered	open	
Assigned	3	7							10
Guest									
Unassigned									
Extra for Purchase									
Other:									
Total Covered & Open:	10		0		0		0		10

Each apartment will have the exclusive use of at least 2* parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

☐ Commercial parking garage permitted in condominium project.

☐ Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

☒ There are no recreational or common facilities.

☐ Swimming pool

☐ Storage Area

☐ Recreation Area

☐ Laundry Area

☐ Tennis Court

☐ Trash Enclosure(s)

☐ Other: _____

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations

☒ There are no violations.

☐ Violations will not be cured.

☐ Violations and cost to cure are listed below. ☐ Violations will be cured by _____
(Date)

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations (For conversions of residential apartments in existence for at least five years):

The present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the apartments are in sound and good condition and the seller makes no representations as to the expected useful life of said apartments.

11. Conformance to Present Zoning Code

a. ☐ No variances to zoning code have been granted.

☒ Variance(s) to zoning code was/were granted as follows:

On May 27, 1999 a variance from 19.29.020.C "District Standards" of the Maui County Code was approved to allow an 11-foot, 8-inch side yard where a 15-foot side yard is required.

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u>X</u>	<u> </u>	<u> </u>
Structures	<u>X</u>	<u> </u>	<u> </u>
Lot	<u>X</u>	<u> </u>	<u> </u>

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

D. Common Elements, Limited Common Elements, Common Interest:

1. Common Elements: Common Elements are those parts of the condominium project other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

☒ described in Exhibit "B ".

☐ as follows:

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

☐ There are no limited common elements in this project.

☒ The limited common elements and the apartments which use them, as described in the Declaration are:

☐ described in Exhibit _____.

☒ as follows:

The land area and mailbox reserved for the exclusive use of the particular apartment as shown on the Condominium Map.

Note: Land areas referenced herein are not legally subdivided lots.

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

☐ described in Exhibit _____.

☒ as follows:

Apartment A shall have fifty percent (50%) interest in the common elements; and
Apartment B shall have fifty percent (50%) interest in the common elements.

- E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit "C" describes the encumbrances against the title contained in the title report dated February 8, 2007, and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

[] There are no blanket liens affecting title to the individual apartments.

[X] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
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(See Exhibit "D" attached hereto and made a part hereof.)

F. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements:

None

2. Appliances:

None

G. **Status of Construction and Date of Completion or Estimated Completion Date:**

Both units were built in 1998.

H. **Project Phases:**

The developer [] has [X] has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):

IV. CONDOMINIUM MANAGEMENT

- A. **Management of the Common Elements:** The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

Initial Condominium Managing Agent: When the developer or the developer's affiliate is the initial condominium managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial condominium managing agent for this project, named on page five (5) of this report, is:

☐ not affiliated with the Developer ☐ the Developer or the Developer's affiliate
☒ self-managed by the Association of Apartment Owners ☐ other _____

- B. **Estimate of Initial Maintenance Fees:**

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your apartment and the apartment may be sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit "E" contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

- C. **Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

☐ None ☐ Electricity (___ Common Elements only ___ Common Elements & Apartments)

☐ Gas (___ Common Elements only ___ Common Elements & Apartments)

☒ Water ☐ Sewer ☐ Television Cable

☐ Other: _____

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

Sales documents on file with the Real Estate Commission include but are not limited to:

☐ Notice to Owner Occupants

☒ Specimen Sales Contract

Exhibit "G" contains a summary of the pertinent provisions of the sales contract.

☒ Escrow Agreement dated February 1, 2006

Exhibit "H" contains a summary of the pertinent provisions of the escrow agreement.

☐ Other _____

B. Buyer's Right to Cancel Sales Contract:

1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

Preliminary Report: Sales made by the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report or Supplementary Report to a Final Report: Sales made by the developer are binding if:

- A) The Developer delivers to the buyer a copy of:
 - 1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; **AND**
 - 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
- B) The buyer is given an opportunity to read the report(s); **AND**
- C) One of the following has occurred:
 - 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
 - 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
 - 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**
- B) The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Reports issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
 - B) Declaration of Condominium Property Regime, as amended.
 - C) Bylaws of the Association of Apartment Owners, as amended.
 - D) House Rules, if any.
 - E) Condominium Map, as amended.
 - F) Escrow Agreement.
 - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
 - H) Other Declaration, dated June 21, 1966, filed as Land Court Document No. 394547, and Hold-Harmless Agreement, dated November 30, 2000, recorded as Document No. 2000-183314.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent, if any. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov

Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs

Website to access rules: www.hawaii.gov/dcca/har

This Public Report is part of Registration No. 6257 filed with the Real Estate Commission on February 26, 2007.

Reproduction of Report. When reproduced, this report must be on:

☐ YELLOW paper stock

☒ WHITE paper stock

☐ PINK paper stock

C. Additional Information Not Covered Above:


It is hereby disclosed as follows:

1. Mailboxes. Mail delivery receptacle for the Apartments A and B are as shown on the Condominium Map.
2. Sewer. Each unit has its own on-site, in-ground septic sewage disposal system. County sewer service is not available. The owner of each unit shall be responsible for the cost of maintaining, operating and/or replacing said unit's system.
3. Flood Information. The Project is located in a Flood Hazard Area Zone C, which are areas of minimal flooding. Pursuant to §514A-86 of the Hawaii Revised Statutes, the owner of each unit shall be responsible for insuring his apartment and its limited common elements against loss or damage by flooding.
4. Liability Insurance. Pursuant to §514A-86 of the Hawaii Revised Statutes, the owner of each unit shall be responsible to maintain liability insurance for his limited common elements.
5. The County of Maui's Department of Water Supply has adopted a policy to require that each apartment in a condominium have its separate water meter. This condominium has only one meter, which is shared. This sharing may be in violation of these rules. Due to the current shortage of water in the Department's upcountry water system, it may not be possible to obtain a second meter of this property. WATER SERVICE IS NOW BEING PROVIDED TO BOTH APARTMENTS AND DEVELOPER KNOWS OF NO INSTANCE WHERE THE WATER DEPARTMENT HAS TERMINATED WATER SERVICE TO A CONDOMINIUM CONVERSION. ALSO, THE DEVELOPER HAS BEEN INFORMED THAT THE COUNTY OF MAUI IS CURRENTLY DISCUSSING A POSSIBLE AMENDMENT TO ADOPT A CHANGE OF RULES TO PERMIT SHARED USE BY TWO-UNIT CONDOMINIUMS (BUT THE OUTCOME IS UNCERTAIN). HOWEVER BUYER IS CAUTIONED THAT BUYER MAY BE REQUIRED TO OBTAIN A METER AS A CONDITION TO THE BUYER'S USE, EXPANSION OR CONSTRUCTION OF BUYER'S APARTMENT OR THE ISSUANCE OF A BUILDING PERMIT FOR ANY PURPOSE. BUYER SHOULD CONSULT WITH HIS OR HER LEGAL COUNSEL OR CONTACT THE DEPARTMENT OF WATER SUPPLY FOR ADDITIONAL INFORMATION. IF AND WHEN THE ASSOCIATION OF APARTMENT OWNERS DECIDE TO HAVE SEPARATE WATER METERS, THE COST OF THE ADDITIONAL WATER METER WILL BE PRO RATED IN ACCORDANCE TO THE COMMON INTEREST PERCENTAGE IN THE COMMON ELEMENTS.

- D. The developer declares subject to the penalties set forth in Section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

MICHAEL PAUL EISENBURGER

Printed Name of Developer

By  FEB 22 2007
(Duly Authorized Signatory*) Date

MICHAEL PAUL EISENBURGER, Developer

(Printed Name & Title of Signatory*)

Distribution:

Department of Finance, County of Maui
Planning Department, County of Maui

** Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.*

EXHIBIT "A"

Buildings and Other Improvements

Apartment A and Apartment B referenced in this report are referenced as Unit 1 and Unit 2, respectively, in the Declaration of Condominium Property Regime of Eisenburg Condominium, and on Condominium Map No. 1784, the apartments are also referenced as Apartment "A" and Apartment "B". Garage "A" shown on the Condominium Map is a part of Apartment "A".

Boundaries of Apartments

The respective Apartments shall be deemed to constitute the structures depicted on the Condominium Map, including the perimeter walls and the decorated or finished surfaces thereof; the roof and the finished exterior surfaces thereof; the perimeter doors, door frames, windows and window frames; the foundation and all supporting members.

EXHIBIT "B"

Common Elements

- a. The fee simple land described in Exhibit "F".
- b. Driveway (592 square feet as shown in Condominium Map No. 1784).
- c. Any common water meter, common waterline or any other utility installations serving more than one apartment.

Limited Common Elements

The limited common element area for Apartment A is referenced as Limited Common Element "A" in Condominium Map No. 1784 and comprises 15, 520 square feet.

The limited common element area for Apartment B is referenced as Limited Common Element "B" in Condominium Map No. 1784 and comprises 9,224 square feet.

EXHIBIT "C"

Encumbrances Against Title

1. Real property taxes which may be due and owing. Reference is made to the Tax Assessor's Office, County of Maui.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Covenants, conditions and reservations contained in Declaration dated June 21, 1966, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 394547.
4. Covenants, conditions and reservations contained in Hold-Harmless Agreement, dated November 30, 2000, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2000-183314 by and between Michael Eisenburger, "Applicants", and the County of Maui, "County" (Not noted on Transfer Certificate of Title No. 504,019).
5. Covenants, conditions and reservations contained in Declaration of Condominium Property Regime for "Eisenburg Condominium", dated March 30, 2006, filed in the said Land Court as Document No. 3413470, as the same may hereafter be further amended in accordance with law or with said Declaration. (Project covered by Condominium Map No. 1784.)

First Amendment of Declaration of Condominium Property Regime of Eisenburg Condominium, dated January 30, 2007, filed in the said Land Court as Document No. 3557554.
6. Covenants, conditions and reservations contained in By-Laws of the Association of Apartment Owners dated March 30, 2006, filed in the said Land Court as Document No. 3413471, as the same may hereafter be amended.
7. Mortgage dated December 10, 2002, by and between Michael Paul Eisenburger, unmarried, and Mortgage Electronic Registration Systems, Inc., as Mortgagee, filed in the said Land Court as Document No. 2871798, in the original amount of \$364,000.00.

EXHIBIT "D"

Blanket Liens

Type of Liens:

1. Mortgage dated December 10, 2002, by and between Michael Paul Eisenburger, unmarried, as Mortgagor, and Mortgage Electronic Registration Systems, Inc., solely as nominee for Preferred Mortgage, a Hawaii sole proprietorship, as Mortgagee, recorded in the said Land Court as Document No. 2871798 to secure the repayment of \$364,000.00.

Effect on Buyer's Interest and Deposit if Developer Defaults or Liens are Foreclosed Prior to Conveyance:

Present blanket lien will be released and satisfied prior to conveyance of first apartment to Buyer.

If said blanket lien is foreclosed prior to conveyance to Buyer, all of Buyer's deposits will be refunded immediately by escrow.

EXHIBIT E

EISENBURG CONDOMINIUM

FEB 22 2007

DISCLOSURE ABSTRACT

1. **NAME OF PROJECT:** **EISENBURG CONDOMINIUM**
 284 Elilani Street
 Pukalani, Maui, Hawaii 96768
2. **DEVELOPER:** **MICHAEL PAUL EISENBURGER**
 284 Elilani Street
 Pukalani, Maui, Hawaii 96768
3. **MANAGING AGENT:** Self-managed by the Association
 of Apartment Owners
4. **REAL ESTATE BROKER:** **GARY DEARDORFF REALTY**
 272 Kuualoha Street
 Kahului, Maui, Hawaii 96732
5. **USE OF APARTMENTS:** Dwelling and all other lawful purposes.

The two (2) apartments in the Project may be occupied and used only for dwelling purposes and all other lawful purposes permitted by the State of Hawaii statutes and the County of Maui ordinances. The apartments are subject to additional restrictions on their use as set forth in (i) the Declaration of Condominium Property Regime of Eisenburg Condominium, (ii) the By-Laws of the Association of Owners of Eisenburg Condominium, (iii) the Apartment Deed for the individual apartments, (iv) the Reservation, Deposit Receipt and Sales Contract for the individual apartments, and (v) the Project Rules and Regulations. Copies of the foregoing documents are on file with the Real Estate Commission of the State of Hawaii.

6. **WARRANTIES:**

THE DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE APARTMENT, COMMON ELEMENTS OR OTHER PRODUCTS, OR ANYTHING INSTALLED IN OR UPON THE PREMISES OR USED IN CONNECTION WITH THE PROJECT IN ANY MANNER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

7. **ESTIMATED MAINTENANCE FEES:**

See pages 4 and 5 of this exhibit.

The breakdown of estimated initial maintenance fees and maintenance fee disbursements for Eisenburg Condominium has been prepared for the Developer as of FEB 22 2007, and is subject to revision based on actual cost for the items enumerated. The Developer can make no assurances regarding the estimated maintenance fees and maintenance fee disbursements. Variables such as inflation, uninsured casualty loss or damages, increased or decreased services from those contemplated by the Developer, apartment owner delinquencies and other factors may cause the actual maintenance fees to be greater or lesser than the estimated maintenance fees.

NOTE: THE DEVELOPER ADVISES THAT COSTS AND EXPENSES OF MAINTENANCE AND OPERATION OF A CONDOMINIUM PROJECT ARE DIFFICULT TO ESTIMATE INITIALLY AND EVEN IF THE MAINTENANCE FEES ARE ACCURATELY ESTIMATED, SUCH FEES WILL TEND TO INCREASE IN AN INFLATIONARY ECONOMY AND AS THE IMPROVEMENTS AGE. MAINTENANCE FEES CAN VARY DEPENDING ON SERVICES DESIRED BY APARTMENT OWNERS. THE BUYERS SHOULD CHECK THE ATTACHED MAINTENANCE FEE SCHEDULE TO SEE WHAT SERVICES ARE INCLUDED THEREIN.

IN WITNESS WHEREOF, the undersigned has executed these presents the day and year first above written.



(Signature)

MICHAEL PAUL EISENBURGER

**ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS**

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months = Yearly Total</u>	
A	\$ 25.00	\$300.00
B	\$ 25.00	\$300.00
	\$ 50.00	\$600.00

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements of their accuracy or sufficiency.

Estimate of Maintenance Fee Disbursements:**Monthly x 12 months = Yearly Total**

Utilities and Services		
Air Conditioning	\$.00	\$.00
Electricity	.00	
[] common elements only	.00	.00
[] common elements and apartments		
Refuse Collection	.00	.00
Telephone	.00	.00
Water	25.00	300.00
 Maintenance, Repairs and Supplies		
Building	.00	.00
Grounds	.00	
Miscellaneous Costs	5.00	60.00
 Insurance	.00	.00
 Reserves(*) (see attached)	20.00	240.00
 Taxes and Government Assessments	.00	.00
 Audit Fees	.00	.00
 Other	.00	.00
 TOTAL	 \$ 50.00	 \$ 600.00

I, **MICHAEL PAUL EISENBURGER**, the developer for the EISENBURG CONDOMINIUM project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

FEB 22 2007

Date


(Signature)
MICHAEL PAUL EISENBURGER

(*) Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Pursuant to §514A-83.6, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

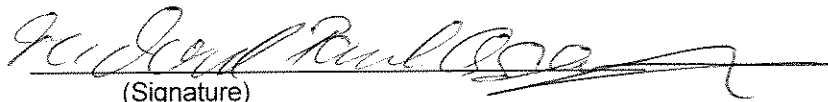
RESERVES

The Developer of EISENBURG CONDOMINIUM conducted a reserve study in 2006 in accordance with §514A-83.6, Hawaii Revised Statutes, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended, to estimate the remaining useful life and the replacement cost of the common driveway. The Developer has estimated the funding for such major repair and replacement over the estimated useful life of the common driveway based on the study's estimate of current replacement cost. Actual expenditures, however, may vary from the estimated amount and the variations may be material. Therefore, amounts designated for future repair and replacement may not be adequate to meet future needs. If additional funds are needed, the Board of Directors of the Association of Owners does have the right, subject to owners' approval, to increase regular assessments or levy special assessments, or it may delay major repairs and replacements until funds are available.

DEVELOPER:

FEB 22 2007

Date



(Signature)

MICHAEL PAUL EISENBURGER

EXHIBIT "F"

Land Description

All of that certain parcel of land situate at Keahua, Makaehu, Kula, District of Makawao, Island and County of Maui, State of Hawaii, described as follows:

LOT 348, area 25,336 square feet, more or less, as shown on Map 6, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1320 of Libby, McNeill & Libby.

Being all of the land described in Transfer Certificate of Title No. 504,019.

EXHIBIT "G"

Summary of Sales Contract

1. The sales agreement contains the price and other terms and conditions under which a buyer will agree to buy a apartment in the project.
2. The sales agreement provides for the buyer to get a copy of certain legal documents that buyer should closely examine.
3. The sales agreement provides for severe penalties if buyer fails to comply with the terms and conditions of the agreement.
4. The buyer must complete the purchase of the apartment by a certain date and pay closing costs, in addition to the purchase price.
5. The buyer's money will be held in escrow under the terms of the Escrow Agreement for the project.
6. The sales agreement and the rights of the buyer under the sales agreement is subordinate to the lien of mortgages on the property.
7. The Developer is making no warranties or representations in connection with the sale of any of the apartments, except for its written limited warranty set forth in this report.

This is merely a summary of a few of the terms and conditions of the sales agreement, and the buyer should carefully read and review all the terms and conditions of the sales agreement before signing.

EXHIBIT "H"

Summary of Escrow Agreement

The Escrow Agreement sets up an arrangement under which the payments which a buyer makes under a sales agreement will be held by a neutral party ("Escrow"). Under the Escrow Agreement these things will or may happen:

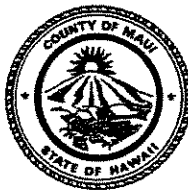
- (a) Escrow will let buyers know when payments are due.
- (b) Escrow will arrange for buyers to sign all necessary documents.
- (c) The Escrow Agreement says under what conditions a refund will be made to a buyer.
- (d) The Escrow Agreement says what will happen to a purchaser's funds upon a default under the sales agreement.

ALAN M. ARAKAWA
Mayor

MILTON M. ARAKAWA, A.I.C.P.
Director

MICHAEL M. MIYAMOTO
Deputy Director

EXHIBIT "I"



RALPH M. NAGAMINE, L.S., P.E.
Development Services Administration

DAVID TAYLOR, P.E.
Wastewater Reclamation Division

CARY YAMASHITA, P.E.
Engineering Division

BRIAN HASHIRO, P.E.
Highways Division

TRACY TAKAMINE, P.E.
Solid Waste Division

COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL MANAGEMENT
DEVELOPMENT SERVICES ADMINISTRATION
250 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

September 22, 2006

Mr. Michael Paul Eisenburger,
c/c David M. Jorgensen
2145 Wells Street, Suite 204
Wailuku, Hawaii 96793

SUBJECT: MISCELLANEOUS INSPECTIONS #MISC 20060027 THRU 20060029
FOR MAIN DWELLING, ACCESSORY DWELLING, GARAGE
LOCATED AT 284 ELILANI STREET, PUKALANI, MAUI, HAWAII
TMK (2) 2-3-045:063

Dear Mr. Eisenburger:

This is a follow up to our letter dated May 16, 2006, for miscellaneous inspections on the main dwelling, accessory dwelling, and detached garage for a preliminary condominium public report on the subject property.

- We issued Release Letters #CO-L 20060002 and #CO-L 20060003 on September 18, 2006, to satisfy the conditions of approval of plan review waiver building permits #B 980350 and #B 980353 for the accessory dwelling and detached garage, respectively.
- We received payment of \$1,000 on June 9, 2006, (copies of receipts enclosed) for occupancy of the two structures prior to obtaining the release letters.

If you have any questions regarding this letter, please call Jae Mattos at 270-7250.

Sincerely,

A handwritten signature in black ink, appearing to read "Ralph M. Nagamine", is written over the printed name.

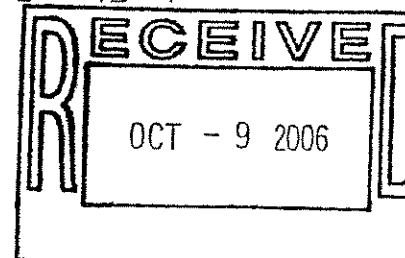
RALPH M. NAGAMINE
Development Services Administrator

sn:jm

S:\DSA\Permits\SCN\MISC-INS\2006-0027-0028-0029_eisenburger_hrs_followup_jm.wpd

Enclosures

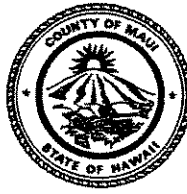
c: Hawaii Real Estate Commission
Planning Department



ALAN M. ARAKAWA
Mayor

MILTON M. ARAKAWA, A.I.C.P.
Director

MICHAEL M. MIYAMOTO
Deputy Director



RALPH M. NAGAMINE, L.S., P.E.
Development Services Administrator

DAVID TAYLOR, P.E.
Wastewater Reclamation Division

CARY YAMASHITA, P.E.
Engineering Division

BRIAN HASHIRO, P.E.
Highways Division

TRACY TAKAMINE, P.E.
Solid Waste Division

COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL MANAGEMENT
DEVELOPMENT SERVICES ADMINISTRATION
250 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

May 16, 2006

Mr. Michael Paul Eisenburger
% David M. Jorgensen
2145 Wells Street, Suite 204
Wailuku, Hawaii 96793

SUBJECT: MISCELLANEOUS INSPECTIONS #MISC 20060027 THRU 20060029
FOR MAIN DWELLING, ACCESSORY DWELLING, GARAGE
LOCATED AT 284 ELILANI STREET, PUKALANI, MAUI, HAWAII
TMK (2) 2-3-045:063

Dear Mr. Eisenburger:

This is regarding your March 14, 2006, requests for miscellaneous inspections on the main dwelling, accessory dwelling, and detached garage for a preliminary condominium public report on the subject property.

- We made electrical inspections on March 16, 2006, building inspections on March 20, 2006, and plumbing inspections on March 21, 2006, and found the premises to be in general compliance with applicable codes.

Please note that we were unable to inspect any of the concealed building, electrical, or plumbing work.

OTHER COMMENTS:

- There are no pending subdivisions, building and code appeals, or administrative waivers currently in process for the premises.
- Plan Review Waiver (PRW) Building Permit #B980309 for the main dwelling was issued on February 23, 1998. The release letter to acknowledge compliance to the non-occupancy agreement was issued on October 23, 1998.
- PRW Building Permits #B 980350 and #B 980353 for the accessory dwelling and detached garage were issued on February 27, 1998. We have no record of release letters for compliance to the non-occupancy agreement of the conditionally approved permits.

May 16, 2006

Mr. Michael Paul Eisenburger

SUBJECT: MISCELLANEOUS INSPECTIONS #MISC 20060027 THRU 20060029
FOR MAIN DWELLING, ACCESSORY DWELLING, GARAGE
LOCATED AT 284 ELILANI STREET, PUKALANI, MAUI, HAWAII
TMK (2) 2-3-045:063

Page 2 of 2

Please use the enclosed Requests for Certificate of Occupancy release letters from the non-occupancy agreement to obtain approval signatures for the two structures. We have taken the liberty of obtaining some of the approvals for you. Release letters will be processed upon return of the completed forms to this office.

For tracking purposes, the Requests for Certificate of Occupancy for the release letters have been assigned #CO-L T20060001 and #CO-L T20060002, respectively.


- Pursuant to section 16.26.106.4.1 (b)(4) of the Maui County Code, "... if the structure is occupied prior to obtaining a release from the non-occupancy agreement, the building permit applicant shall pay a \$500 fine prior to the building official issuing a release from the agreement."

Please submit payment of \$1,000, payable to COUNTY OF MAUI, for occupancy/ use of the accessory dwelling and garage prior to obtaining the release letters. If your records should indicate otherwise, please submit documentation that the release letters were obtained.

- We conducted a driveway inspection on May 11, 2006, and noted no driveway violations.
- Please call the Planning Department at 270-7735 to confirm whether planning and zoning requirements have been met.

If you have any questions regarding this letter, please call Lei Smith at 270-7250.

Sincerely,



RALPH M. NAGAMINE
Development Services Administrator

SN

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Enclosures

c: Hawaii Real Estate Commission
Planning Department
Water Department
State Department of Health



REQUEST FOR CERTIFICATE OF OCCUPANCY

#CO-L T2006-000

Tax Map Key Number

(2) 2-3-045:063

PROJECT NAME: PAUL EISENBURGEROWNER OF PROPERTY: SAMEPROJECT ADDRESS: 284 ELILANI STREET, PUKALANI, MAUI, HAWAIIPLEASE CHECK ONE: () EXISTING BLDG (X) NEW BUILDING TO BE OCCUPIED AS: ACCESSORY DWELLING

Fill in the following when applicable:

PERMIT TYPE	PERMIT #	ISSUE DATE	CONTRACTOR	APPLICATION #
BUILDING	<u>98-0350</u>	<u>23-FEB-1998</u>	<u>OWNER BUILDER</u>	<u>BPC 98-0323</u>
MISCELLANEOUS	<u>2006-0028</u>	<u>14-MAR-2006</u>	<u>NA</u>	
ELECTRICAL	<u>98-1214</u>	<u>03-JUN-1998</u>	<u>PATRICK HOWARD</u>	
PLUMBING				
GAS				
GRADING	<u>NA</u>			
DRIVEWAY	<u>98-0122</u>	<u>10-JUL-1998</u>		

**PLAN REVIEW WAIVER
BUILDING PERMIT**

PLEASE OBTAIN APPROVAL (ORIGINAL) SIGNATURES:

 State Department of Health (Attach Clearance for CO form)-984-8230NA Department of Fire Control (Attach CO Inspection Report Form)-270-7566 Department of Water Supply - 270-7835NA Wastewater Reclamation - 270-7417 Planning Dept.- 270-7

Copies of Reg
forms - orig
given to M
6/1/06

Development Services Administration:

Building Supervisor - 270-7375

Unauthorized Occupancy: ☒ Yes ☐ NoCertificate of Occupancy ☐ Yes☒ No, Not Required☒ Plan Waiver Release LtrTYPE OF CONSTRUCTION: V-NOCCUPANCY GROUP: R-3Remarks: Plumbing Supervisor - 270-7368 (Attach copy of Final Inspection Approval) Electrical Supervisor - 270-7255 (Attach copy of Final Inspection Approval) Engineering Inspector - 270-7366 Engineering Supervisor - 270-7242

Building Permits Section - 270-7250 **To sign last

 Building Plans Examiner (plan waivers only) - 270-7236 **after Bldg Supervisor approvalREQUESTED BY: DATE CHECK ONE: [] OWNER [] TENANT [] CONTRACTOR [] OTHER: MAILING ADDRESS: PHONE:



REQUEST FOR CERTIFICATE OF OCCUPANCY

#CO-L T2006-0002

Tax Map Key Number

(2) 2-3-045:063

PROJECT NAME: PAUL EISENBURGEROWNER OF PROPERTY: SAMEPROJECT ADDRESS: 284 ELILANI STREET, PUKALANI, MAUI, HAWAIIPLEASE CHECK ONE: () EXISTING BLDG (X) NEW BUILDING TO BE OCCUPIED AS: GARAGE

Fill in the following when applicable:

PERMIT TYPE	PERMIT #	ISSUE DATE	CONTRACTOR	APPLICATION #
BUILDING	<u>98-0353</u>	<u>23-FEB-1998</u>	<u>AMERICAN HERITAGE HOMES INC</u>	<u>BPC 98-0324</u>
MISCELLANEOUS	<u>2006-0029</u>	<u>14-MAR-2006</u>	<u>NA</u>	
ELECTRICAL				
PLUMBING	<u>NA</u>			
GAS	<u>NA</u>			
GRADING	<u>NA</u>			
DRIVEWAY	<u>98-0122</u>	<u>10-JUL-1998</u>	<u>AMERICAN HERITAGE HOMES INC</u>	

PLAN REVIEW WAIVER
BUILDING PERMIT

PLEASE OBTAIN APPROVAL (ORIGINAL) SIGNATURES:

 State Department of Health (Attach Clearance for CO form)-984-8230NA Department of Fire Control (Attach CO Inspection Report Form)-270-7566 Department of Water Supply - 270-7835NA Wastewater Reclamation - 270-7417 Planning Dept. - 270-7253

Development Services Administration:

Building Supervisor - 270-7375 Unauthorized Occupancy: ☒ Yes ☐ NoCertificate of Occupancy ☐ Yes ☒ No, Not Required ☒ Plan Waiver Release LtrTYPE OF CONSTRUCTION: V-N OCCUPANCY GROUP: M-1Remarks: Plumbing Supervisor - 270-7368 (Attach copy of Final Inspection Approval) Electrical Supervisor - 270-7255 (Attach copy of Final Inspection Approval) Engineering Inspector - 270-7366 Engineering Supervisor - 270-7242 Building Permits Section - 270-7250 **To sign last Building Plans Examiner (plan waivers only) - 270-7236 **after Bldg Supervisor approvalREQUESTED BY: DATE CHECK ONE: [] OWNER [] TENANT [] CONTRACTOR [] OTHER: MAILING ADDRESS: PHONE: